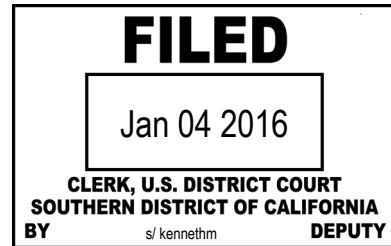


1 Clarice Tuck  
 2 1600 E. Vista Way #110  
 3 Vista, CA, 92084  
 4 Ph: 760-724-9439

NUNC PRO TUNC  
 Dec 23 2015



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 7  
 8 In Pro Se

9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12 CLARICE TUCK,

13 Plaintiff,

14 vs.

15 GUARDIAN PROTECTION  
 16 SERVICES, INC.,

CASE NO. 15-CV-1376-JLS(JLB)

**AFFIDAVIT BY ROY E. TUCK**

17 Date: January 21, 2016  
 18 Time: 1:30 p.m.  
 19 Ctrm: 4A  
 20 Judge: Hon. Janis L. Sammartino

21 I, ROY E. TUCK, submit the following personal affidavit on behalf of my  
 22 mother, CLARICE TUCK, the Plaintiff in the above-entitled case.

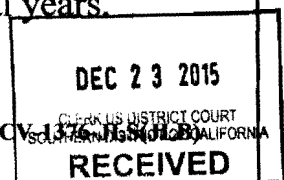
23 The company known as AMP Security Systems who does not own their own  
 24 equipment but sells for Guardian Protection Services, is the biggest scam I have  
 25 ever came across in my 57 year life, right out there in the public's face.

26 My 87 year old mother lives in a fully gated adult mobile home park  
 27 which strictly forbids all solicitors. My mother's mobile park also has posted  
 28 onsite numerous "no soliciting" signs. On July 29, 2013 a third party solicitor  
 was able to illegally gain access to my mother's park and knock on her door.  
 At the time, my mother already had (Life Alert) an easy to use and understand  
 home security system already up and running at her home for several years.

-1-

AFFIDAVIT BY ROY E. TUCK

CASE NO. 15-CV-1376-JLS(JLB)



Plaintiff Copy

1 Initially my mother told this door to door salesmen that she was very  
2 satisfied with her "Life Alert" Home Security System and attempted to thank him  
3 for coming by and close her door. This same salesmen, Cliff Cockerill, from AMP  
4 SECURITY (hereinafter "AMP") lied to my mother before she was able to close  
5 her door and said "I am from Life Alert" "I have been sent here to upgrade your  
6 Life Alert System by my company life alert. In time this same door to door  
7 salesmen from AMP was able to gain entry to my mother home, putting her in a  
8 very uncomfortable vulnerable position. The AMP salesmen ended up after a very  
9 lengthy spiel talking my mother into his newest upgraded hot shot Security system  
10 with all the bells and whistles, which ended up being a unit made by Honeywell.  
11 One of this salesmen's strong motivation points was the fact that he told her that  
12 all of this new upgraded high tech equipment was totally FREE of any charges.

13 What the AMP Security System salesmen did not tell my mother is that in  
14 reality she was signing a 5 year written contract with no bail out period. She also  
15 had no idea after just being told all of her new equipment was free, that she had just  
16 signed a contract paying \$60 per month for the next five years, which would total  
17 more than \$3,750.00 dollars for this new system weather she liked it or not.  
18 I think it is obvious where this salesmen's motivation came from.

19 The AMP Contract was written in super small print and mom is super honest  
20 with a big heart and trusted this third party salesmen from AMP Security that day,  
21 never to see or hear from him again.

22 Another very important fact is my mother had no reason to believe she was  
23 not dealing expressly with AMP and only AMP as it pertained to her newer  
24 upgraded HONEYWELL security system, her belief's were further evidenced by  
25 her total willingness to provide this total stranger, a door to door salesmen she had  
26 never met before her personal credit card information and allow AMP to Auto-Pay  
27 or automatically deduct once a month \$60 dollars from her Los Angeles Firemen's  
28 Credit Union credit card account.

1 The AMP salesmen left after having my mother sign his AMP contract, and  
2 the very next day a work crew showed up and removed my mom's simple easy to  
3 use Life Alert system and replaced it with a honeywell system. Additionally it was  
4 never explained to my mother that this new system would be tapping into her  
5 furnace/air conditioner system and it's wiring schematic's as well. This newer  
6 system was so complicated that my mother was having me come by all of the time  
7 to re-set the heater or air conditioner or some alarm would be going off she did not  
8 understand, and needed to be turned off.

9 After a year of one continuous problem happening to her security system  
10 after another we opted to remove this newer very complicated system from her  
11 home. One day I called AMP who's office is indicated on the written "one page"  
12 contract with my mother to be located in American Fork, Utah. That office in turn  
13 referred me to Guardian Protection Services, out of Warrendale, Pennsylvania.  
14 The staff person who answered the phone at Guardian Protection Services, Inc., of  
15 Warrendale, PA told me since my mother signed a 5 year contract with the third  
16 party AMP Security salesmen there was nothing Guardian Security Systems could  
17 do. Guardian Security Systems, Inc., were now holding my mother hostage for  
18 \$3,800.00 and forcing her to abide by the illegally obtained five year contract.

19 My mother, never being privy to any other contract or second page thereto,  
20 had always assumed that she had provided her personal information, including  
21 credit card and cell phone number strictly and solely to AMP.

22 After weeks of contacting Guardian by phone and with detailed letters they  
23 ignored, including numerous requests to have my mother alleged \$3800 consumer  
24 debt validated by Guardian, we removed the Honeywell/Guardian equipment  
25 cutting it off the wall and throwing it all in the trash.  
26 We then called Life Alert and had them install a much easier to understand  
27 easier to use security system, which has been back up and running since.  
28

1 This all did not happen without a cost to her. She had to pay a heating and air  
2 conditioning professional to come out and remove and rewire her entire furnace  
3 and air conditioner electrical schematic at a cost of almost \$300 to her.

4 I assisted my mother in early December to effectively cease and desist the  
5 daily collection activities of Guardian Protection Services, Inc., by mailing them  
6 a certified request for Debt Validation on December 02, 2015, pursuant to Federal  
7 Debt Collection Practices Act 15 U.S.C. §1692g.

8 To date this request for Debt Validation sent by my mother has been totally  
9 ignored by Guardian Protection Services, Inc.,

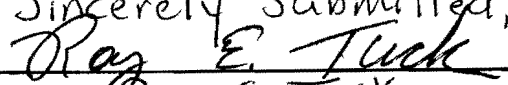
10 It is uncountable the amount of times I have personally written, called,  
11 emailed and left voice messages with Guardian Protection Services, Inc.,  
12 requesting them to cease and desist all collection activities and calls being placed  
13 to my mothers personal cell phone.

14 I was really shocked to find out that over two months after all of these  
15 unanswered attempts to get Guardian Protection Services, Inc., to cease and desist  
16 all collection activities, and officially Validate the alleged consumer debt, that  
17 Guardian Protection Services, Inc., had the gall to initiate an almost daily  
18 harassment campaign against my mother sometimes calling her more than once a  
19 day to harass and annoy her making her feel very vulnerable, alone and  
20 uncomfortable.

21 In closing, I think that the illegal predatory activities of AMP security and  
22 Guardian Protection Services, Inc., combined should be brought to the public's  
23 knowledge in the open forum of the federal court system, and that Guardian  
24 Protection Services should be adjudicated to pay damages to my mother in the  
25 amount deemed proper by the court.

26 ///

27 ///

Sincerely Submitted,  
  
Roy E. Tuck

1 Clarice Tuck v. Guardian Protection Services, Inc.,  
2 United States District Court Case No. 15-CV-1376-JLS(JLB)

3  
4  
5  
6 **CERTIFICATE OF SERVICE**

7 I, Deborah A. Tuck, the undersigned declare under the penalty of perjury  
8 that I am over the age of eighteen years and not a party to this action; that I served  
9 Guardian Protection Services, Inc. the following documents:

10 • **AFFIDAVIT BY ROY E. TUCK**

11  
12 By placing copies of the above-described documents filed with this court  
13 in a separate envelope, with postage fully pre-paid, for each address named below  
14 and deposited each in the U.S. mail.

15 Attorneys for Defendant, Guardian Protection Services, Inc.,

16 Robert M. Linn (State Bar # 190387)  
17 rlinn@cohenlaw.com  
18 COHEN & GRIGSBY, P.C.  
19 625 Liberty Avenue  
20 Pittsburgh, PA 15222-4900  
21 Ph: (412) 297-4900  
22 Fax: (412) 209-0672

23  
24  
25  
26 Executed on this 23<sup>rd</sup> day of December 2015 by

  
DEBORAH TUCK